



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **MP-5**

January 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESOLUTION OF INTENTION TO VACATE
7TH AVENUE - HACIENDA HEIGHTS
FUTURE PUBLIC HEARING; MANAGEMENT AGREEMENT AND COVENANT
SUPERVISORIAL DISTRICT 4
3 VOTES**

**JOINT RECOMMENDATION WITH THE ACTING DIRECTOR OF PUBLIC WORKS
AND THE DIRECTOR OF PARKS AND RECREATION THAT YOUR BOARD:**

1. Adopt the enclosed Resolution of Intention to Vacate with Reservations, 7th Avenue, south of Orange Grove Avenue, located within the unincorporated County area in the vicinity of Hacienda Heights, pursuant to Section 8320, et seq., of the California Streets and Highways Code.
2. Set the matter for hearing not less than 15 days from the adoption of the Resolution pursuant to Section 8320 of the California Streets and Highways Code.
3. Instruct the Executive Officer of the Board to publish the enclosed Notice of Proposed Vacation pursuant to Section 8322 of the California Streets and Highways Code.

AFTER THE PUBLIC HEARING, IT IS JOINTLY RECOMMENDED THAT YOUR BOARD:

1. Adopt the enclosed Resolution to Vacate with Reservations on the date of the hearing, pursuant to Section 8324 of the California Streets and Highways Code, after finding that:
 - a. The vacation is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
 - b. The 6.56-acre area to be vacated is no longer needed for present or prospective public roadway use.
 - c. The public convenience and necessity require the reservation, exception, and assignment of easements and rights as set forth in Section 8340 of the California Streets and Highways Code, including an easement for storm drain purposes in favor of the Los Angeles County Flood Control District and a reservation and assignment of a public recreational trail easement in favor of Parks and Recreation (Parks), within the proposed vacation area.
 - d. The jurisdictional assignment to Parks of the public recreational trail easement created by reservation and exception is consistent with the purposes set forth in Section 8340 (d) of the California Streets and Highways Code.
2. Assign the public recreational trail easement created by the vacation with reservations to the supervision of Parks.
3. Approve and direct the Chair of the Board to execute the Management Agreement and Covenant Running with the Land between the County, the District, and the Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Habitat Authority requested the County to vacate 7th Avenue as a public roadway so that a portion of the vacated area could be developed, operated, and maintained by the Habitat Authority as Hacienda Hills Trailhead on behalf of Parks for public nonvehicular trail purposes. The trails in the remaining portion of the vacated area,

which is approximately half of the acreage, will be maintained by Parks. The District also needs access to the vacated area to maintain storm drains and appurtenant structures and will be responsible for maintaining the remaining portion of the vacated area.

7th Avenue, dedicated to the County in the 1960s, was not developed as a public roadway. The original Highway Plan called for an alignment that would pass through the City of Whittier. The City opposed the extension of 7th Avenue within City limits. Public Works has concurred with the City and is in the process of removing the right of way from the County Highway Plan.

The unimproved 7th Avenue requires periodic maintenance due to soil erosion, overgrown vegetation, weeds, and illegal dumping. The vacation, when completed, will allow the Habitat Authority to begin the proposed beautification project. This project, sponsored by the Habitat Authority, will revitalize a portion of the vacated area on behalf of Parks into a multipurpose (hiking and equestrian), nonvehicular trail facility to be known as Hacienda Hills Trailhead. The Management Agreement and Covenant Running with the Land (Agreement) will give the Habitat Authority or its successor the right to develop, maintain, and manage the Trailhead for a fifty-(50) year period at its sole expense.

The vacation and abandonment of 7th Avenue will not cut off access to any adjacent properties or negatively impact the property of others. The vacation with reservations and the Agreement are in the County's best interest because the public roadway purpose for which the right of way was dedicated is not required for general public vehicular access. The Agreement will allow for the development and beautification of the Trailhead at no cost to the County.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Fiscal Responsibility as the vacation of the right of way and the implementation of the Agreement will result in the betterment of life and well-being of the County residents in the Hacienda Heights area because the Trailhead will enhance their recreational experience.

FISCAL IMPACT/FINANCING

Vacation of 7th Avenue and the implementation of the Agreement is not anticipated to have a significant impact on the County's budget because development and long-term operation and maintenance of the Trailhead will be conducted by the Habitat Authority.

Parks is currently developing operating cost estimates for maintaining the trails in the portion of the land that is not covered in the Agreement and will include a request for funding, as necessary, in its Fiscal Year 2005-06 Budget Request to the Chief Administrative Office.

The vacation fee has been waived as authorized by your Board in Resolution adopted May 4, 1982, Synopsis 62 (Fee Schedule), and as prescribed in Section 8321 (f) of the California Streets and Highways Code.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The area to be vacated contains approximately 6.56 acres and is shown on the map attached to each Resolution. The County's interest was acquired for road and highway purposes in various tract maps filed in the office of the Recorder of the County of Los Angeles.

The Public Streets, Highways, and Service Easement Vacation Law allows your Board to relinquish the County's interest and terminate the public's right over a street or highway. Adoption by your Board of our recommendations terminates the vehicular rights of the public to the vacated area, disposes of excess County road right of way, reserves an easement for the District to maintain drains and appurtenant structures, and reserves to Parks a public recreational trail easement.

Once the vacation becomes final, 7th Avenue as proposed will be reserved for a multipurpose public recreational trail easement under the jurisdiction of Parks.

ENVIRONMENTAL DOCUMENTATION

Under CEQA, as specified in Sections 15301, 15304, 15305, 15321, and 15325 of State CEQA Statutes and Guidelines, and as specified in Classes 1, 4, 5, 21, and 25, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57, this proposed vacation is categorically exempt.

On December 2, 2003, your Board found the construction of the Trailhead to be categorically exempt from CEQA according to Class 3 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57, and Section 15301 of the State CEQA Statutes and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County of Los Angeles Regional Planning Commission has determined that the proposed vacation of 7th Avenue is not in conflict with the County-adopted General Plan. Easements for utility facilities will be reserved to the San Gabriel Valley Water Company, Southern California Edison Company, and the District. The County of Los Angeles Fire Department has determined that fire and medical emergencies will not be affected by the proposed vacation; however, due to past fire history in the area, they require that the recreational area be maintained to provide adequate fire access in the area.

CONCLUSION

These actions are in the County's best interest. Enclosed are a Resolution of Intention to Vacate with Reservations and a Resolution to Vacate with Reservations, both approved as to form by County Counsel, vacating 7th Avenue south of Orange Grove Avenue. Also enclosed is the Agreement executed by the Habitat Authority.

Upon adoption of the Resolution of Intention to Vacate with Reservations, please transmit two conformed copies of the Resolution and the Notice of Proposed Vacation to Public Works, which will post the Notice pursuant to California Streets and Highways Code Section 8323.

Upon adoption of the Resolution to Vacate with Reservations, please approve the Agreement and direct the Chair of the Board to execute and return the executed original of the Agreement and the Resolution to Vacate with Reservations, together with two conformed copies and a copy of the Board's minute order, for further processing. Public Works will record the Resolution and return the executed original Resolution to you when recorded. In the interim, please retain one executed original/copy of the Resolution and one Agreement for your files.

Also, the Executive Officer of the Board is requested to return to Parks one copy of this stamped adopted Board letter and a copy of the Board's minute order for its files.

The Honorable Board of Supervisors
January 20, 2005
Page 6

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

RUSS GUINEY
Director of Parks and Recreation

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Enc.

cc: Chief Administrative Office
County Counsel
Parks and Recreation

RESOLUTION OF INTENTION TO VACATE WITH RESERVATIONS

WHEREAS, it is proposed that 7th Avenue south of Orange Grove Avenue, in the vicinity of Hacienda Heights, and in the unincorporated area of the County of Los Angeles, State of California, be vacated as a public highway; and

WHEREAS, it is proposed that the area vacated be determined to be necessary as a multi-purpose public recreational trail easement/facility assigned to the Los Angeles County Department of Parks and Recreation; and

WHEREAS, the proposed vacation and above reservation have been approved by the Acting Director of the County of Los Angeles Department of Public Works and the Director of the County of Los Angeles Department of Parks and Recreation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California, that it is the intention of said Board of Supervisors to order that the aforementioned right of way (easement), legally described in Exhibit "A" and as shown by the map in Exhibit "B" both attached hereto and incorporated herein by this reference covering the right of way in the County of Los Angeles, State of California, be vacated, pursuant to Chapter 3, Part 3, Division 9, of the Streets and Highways Code of the State of California, commencing with Section 8320.

NOW, THEREFORE, IT IS ORDERED by the Board of Supervisors of the County of Los Angeles, State of California, the _____ day of _____, 20____, at the hour of _____ a.m./p.m. of said day, is the day and hour, and the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, is the place fixed by the Board of Supervisors when and where any and all persons having objections to the proposed vacation may appear before said Board of Supervisors and show cause why said proposed vacation should not be made in accordance with this Resolution.

IT IS FURTHER ORDERED that notices of such proposed vacation to be conspicuously posted, along the lines of the area proposed to be vacated in the manner and in the form required by law, and shall cause same to be published in _____, a newspaper of general circulation published in the County, for at least two successive weeks prior to the day fixed for the hearing.

The foregoing Resolution was on the _____ day of _____,
20_____, adopted and ordered by the Board of Supervisors of the County of
Los Angeles, and ex officio the governing body of all other special assessment and
taxing districts for which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy

By _____
Deputy

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**NOTICE OF PROPOSED VACATION OF
7th AVENUE, IN THE VICINITY OF HACIENDA HEIGHTS, IN THE
FOURTH SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a Resolution of Intention was adopted by the Board of Supervisors of the County of Los Angeles on _____, 20____, declaring its intention to vacate, with reservations for multi-purpose public recreational trail easement/facility and public utility facilities, 7th Avenue, south of Orange Grove Avenue (Hacienda Heights, CA 91745), in the unincorporated portion of the County of Los Angeles, State of California, in the Fourth Supervisorial District, as described in Exhibit "A" and as shown by the map in Exhibit "B" both attached hereto and incorporated herein by this reference.

The vacation proceeding is conducted pursuant to Chapter 3, Part 3, Division 9, of the Streets and Highways Code, State of California, commencing with Section 8320.

A hearing on the proposed vacation will be held in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, on _____, 20____, at _____ a.m./p.m.

By order of the Board of Supervisors of the County of Los Angeles, State of California, adopted _____, 20____.

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy

By _____
Deputy

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RESOLUTION TO VACATE WITH RESERVATIONS

WHEREAS, the Board of Supervisors of the County of Los Angeles, State of California, did on _____, 20____, adopt the Resolution of Intention to Vacate as a public Highway 7th Avenue, south of Orange Grove Avenue, in the vicinity of Hacienda Heights, in the County of Los Angeles, State of California, legally described in Exhibit "A" and shown on map in Exhibit "B" both attached to said Resolution; pursuant to Chapter 3, Part 3, Division 9, of the Streets and Highways Code, State of California, commencing with Section 8320; and

WHEREAS, pursuant to said Resolution, notice of proposed vacation has been given by publication and by posting; and

WHEREAS, said Board of Supervisors held a public hearing on said proposed vacation on _____, 20____; and

WHEREAS, said Board of Supervisors has found and determined that the area to be vacated is no longer necessary for present or prospective public use based upon the facts that the subject right of way is not required for general public vehicular access, and circulation; and

WHEREAS, said Board of Supervisors has found and determined that the area to be vacated be reserved for non-vehicular trail purposes to be known as Hacienda Hills Trailhead, assigned to the Los Angeles County Department of Parks and Recreation for operation and maintenance, as authorized in Section 8340 (d) of the Streets and Highways Code. Also reserving and excepting therefrom easements and rights for utility facilities owned by San Gabriel Valley Water Company, Southern California Edison Company, and for storm drain and appurtenant structures and ingress and egress to the Los Angeles County Flood Control District, as described in Exhibit "A", attached to said Resolution, as set forth in Sections 8340 and 8341 of said Streets and Highways Code.

NOW, THEREFORE, IT IS ORDERED by the Board of Supervisors of the County of Los Angeles, State of California, that the above-referenced right of way is hereby vacated pursuant to Chapter 3, Part 3, Division 9, of the Streets and Highways Code, State of California, commencing with Section 8320;

AND BE IT FURTHER RESOLVED that the Department of Public Works be authorized to record the certified original Resolution in the office of the Recorder of the County of Los Angeles, at which time the area vacated will no longer be a public street or highway.

The foregoing Resolution was on the _____ day of _____,
20_____, adopted by the Board of Supervisors of the County of Los Angeles, State of
California.

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy

By _____
Deputy

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SEVENTH AVENUE (VACATION)

SW'ly of Orange Grove Avenue

A.M.B. 8211-014, 015, 016, 017 and 018
8221-001, 002, and 003

T.G. 677-H2

I.M. 114-277

S.D. 4

M0576104

EXHIBIT "A"

All of those portions of SEVENTH AVENUE, 100 feet wide and variable width, in the unincorporated territory of the County of Los Angeles, State of California, as shown on and dedicated to the public use, by maps of Tract No. 24396, recorded in Book 744, pages 75, 76, and 77, Tract No. 28609, filed in Book 769, pages 71 and 72, and Tract No. 27368, filed in Book 784, pages 45, 46, and 47, all of Maps, in the Office of the Recorder of said County, and all of that certain 100-foot wide strip of land designated as "FUTURE STREET", as shown on and dedicated on said map of said Tract No. 27368 and accepted for public use in Resolution adopted by the Board of Supervisors on May 2, 1978, and recorded on May 4, 1978 as Document No. 78-476490, of Official Records, in the office of said Recorder, bounded on the northeast by the southeasterly prolongation of the northeasterly line of Lot 28 of said Tract No. 24396, and bounded on the northwest by the southwesterly prolongation of the northwesterly line of Lot 24 of said Tract No. 27368.

RESERVING to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, easements for storm drain, covered storm drain, appurtenant structures, and ingress and egress purposes, in, over and across those portions of the above-described SEVENTH AVENUE herein being vacated, within the following strips of land:

Part A (Easement for covered storm drain, appurtenant structures, and ingress and egress purposes):

A strip of land 9 feet wide, the generally southeasterly sideline of said strip of land being a line parallel and concentric with, and 41 feet westerly and northwesterly, measured at right angles and radially, from the center line of said SEVENTH AVENUE, bounded on the northeast by the southeasterly prolongation of the northeasterly line of Lot 28 of said Tract No. 24396, and bounded on the west by that certain course having a bearing and length of N 1°10'00" E 100.00 feet in the easterly boundary of Lot 20 of said Tract No. 27368.

Part B (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Commencing at the intersection of the center line of SEVENTH AVENUE and the center line of Orange Grove Avenue, as shown on said map of Tract No. 24396; thence South 63°52'20" East along said last-mentioned center line, a distance of 9.11 feet; thence South 15°04'08" West 30.57 feet to the TRUE POINT OF BEGINNING; thence continuing South 15°04'08" West 373.51 feet to a point hereby designated as Point "A"; thence continuing South 15°04'08" West 144.30 feet to a point on a non-tangent curve concave to the west and having a radius of 860.29 feet, a radial of said curve to said last-mentioned point bears South 77°31'59" East; thence southerly along said curve through a central angle of 7°07'55", an arc length of 107.09 feet to a point on a non-tangent curve concave to the northwest and having a radius of 882.33 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 73°24'20" East; thence southwesterly along said last-mentioned curve through a central angle of 10°49'21", an arc length of 166.66 feet to a point hereby designated as Point "B"; thence continuing along said last-mentioned curve through a central angle of 16°01'15", an arc length of 246.72 feet to a point on a non-tangent curve concave to the northwest and having a radius of 881.05 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 51°43'27" East; thence southwesterly along said last-mentioned curve through a central angle of 11°54'29", an arc length of 183.11 feet to a point hereby designated as Point "C"; thence continuing along said last-mentioned curve through a central angle of 7°26'00", an arc length of 114.31 feet to a point on a non-tangent curve concave to the northwest and having a radius of 1,501.96 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 23°41'26" East; thence westerly along said last-mentioned curve through a central angle of 12°08'14", an arc length of 318.17 feet to a point hereby designated as Point "D"; thence continuing along said last-mentioned curve through a central angle of 10°23'29", an arc length of 272.40 feet to that certain course having a bearing and length of N 1°10'00" E 100.00 feet in the easterly boundary of Lot 20 of said Tract No. 27368.

The sidelines of the above-described 20-foot wide strip of land shall be prolonged or shortened at angle points so as to terminate at their points of intersection, at the beginning thereof so as to terminate at the southeasterly prolongation of the northeasterly line of Lot 28, said Tract No. 24396, and at the ending thereof so as to terminate at said certain course having a length of 100.00 feet.

Part C (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "A"; thence North $76^{\circ}39'00''$ West 81.33 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part D (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "B"; thence North $62^{\circ}34'58''$ West 76.94 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part E (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "C"; thence North $39^{\circ}48'58''$ West 77.03 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part F (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "D"; thence North $11^{\circ}33'12''$ West 44.91 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part G (Easement for storm drain, covered storm drain, appurtenant structures, and ingress and egress purposes storm drain purposes):

All of that certain 100-foot wide strip of land designated as "FUTURE STREET", as shown on and dedicated on said map of Tract No. 27368, accepted for public use in Resolution adopted by the Board of Supervisors on May 2, 1978, and recorded on May 4, 1978 as Document No. 78-476490, of Official Records, in the office of above-mentioned Recorder.

ALSO RESERVING to Southern California Edison Company and San Gabriel Water Company, easements and rights for utility purposes, in, over and across the above-described portion of said SEVENTH STREET herein being vacated.

The reservations herein being made are done in accordance with the provisions of Sections 8340 and 8341 of the Streets and Highways Code of the State of California.

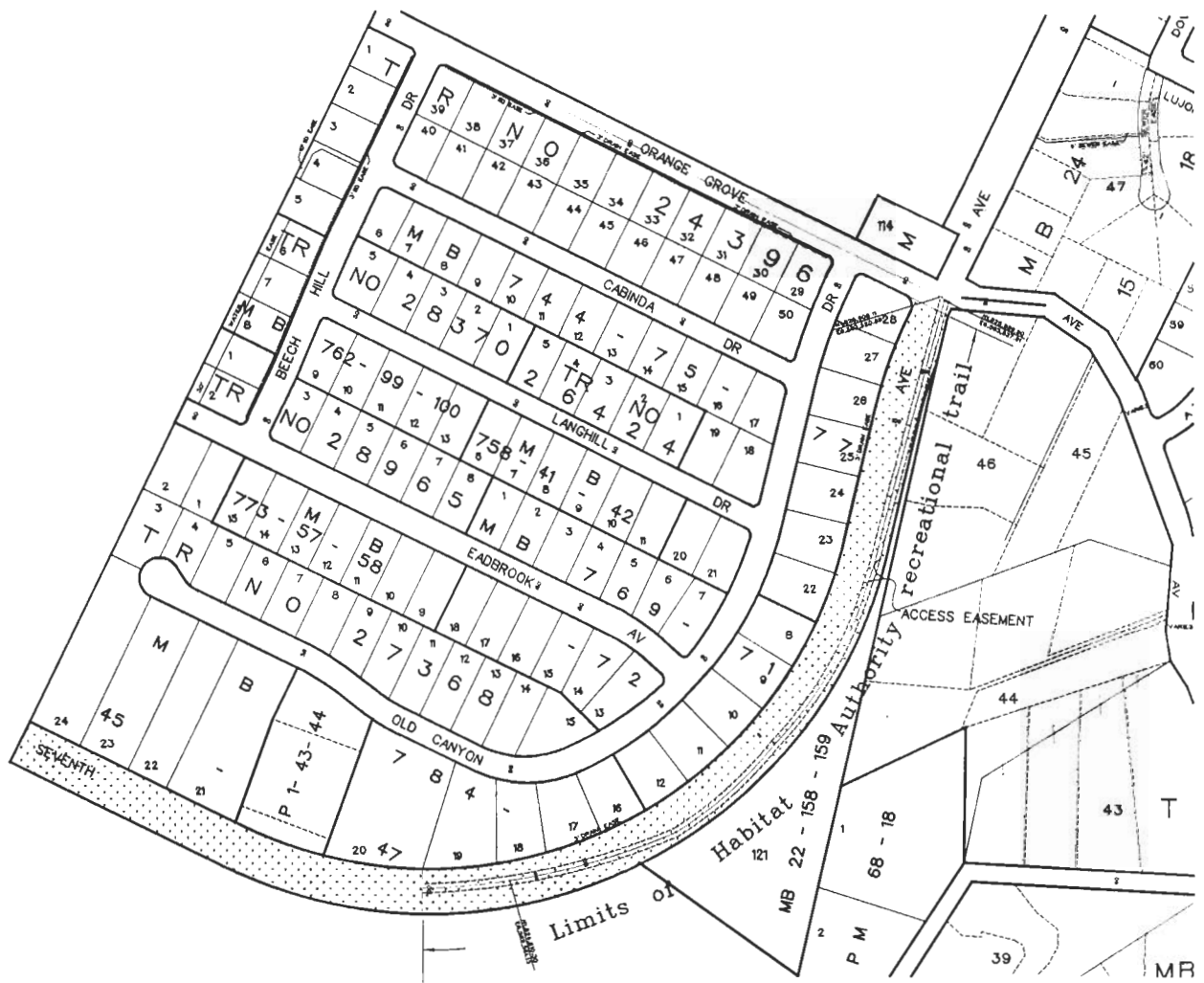
Total Area: 6.56± Acres

Description Approved

Donald L. Wolfe
Acting Director of Public Works

By _____
Cadastral Engineer II

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the Land Surveyors Act.



**SUBJECT
LOCATION**

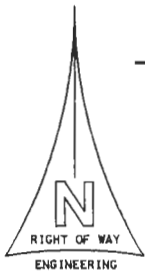
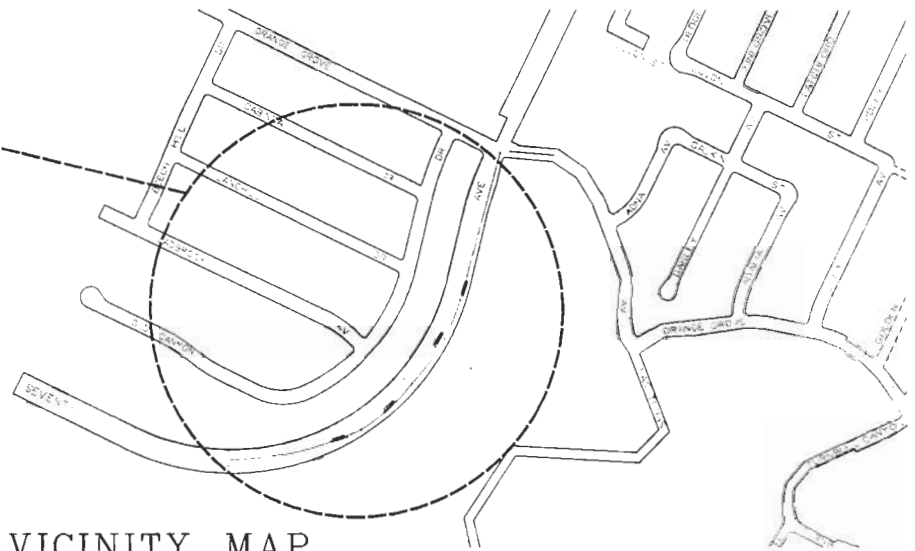



EXHIBIT B



VICINITY MAP

LEGEND

 Area to be vacated
and reserved for storm
drain and public trail
easements
Total Area 6.56± Acres

REVISIONS

1. 1-11-05

2.

3.

DEPARTMENT OF PUBLIC WORKS

MAPPING & PROPERTY MANAGEMENT DIVISION

SD.

RD.

A.M.B.

T.G.

4

416

8211-014,015,
016,017&018

677-H2

7TH AVE SE/O

DRAWING NO.

SCALE
NONE

DATE
8-24-04

I.M.
114-277

ORANGE GROVE AVE

M0576104

MANAGEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND

This Management Agreement and Covenant is made and entered into this _____ day of _____, 2005, by and between the COUNTY of Los Angeles, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of California, hereinafter referred to as "DISTRICT", and the PUENTE HILLS LANDFILL NATIVE HABITAT AUTHORITY, a joint exercise of powers authority established pursuant to Government Code Section 6500 et. seq., hereinafter referred to as "HABITAT AUTHORITY".

PREAMBLE:

- A. COUNTY is the owner of a road easement over certain real property in the COUNTY of Los Angeles, State of California, legally described in Exhibit "A" hereto. The easement is identified and legally described in Exhibit "A".
- B. The current condition of the easement is considered to be a community blight, and the construction of a new trailhead thereon is of interest to COUNTY, HABITAT AUTHORITY and the public.
- C. HABITAT AUTHORITY has made a request of COUNTY that COUNTY vacate the road easement and reserve a multi-purpose public recreational trail easement pursuant to Streets and Highways Code Section 8340(d). COUNTY intends, concurrently with the execution of this agreement, to vacate the road easement, reserving to itself a recreational trail easement which will be improved, maintained and managed by HABITAT AUTHORITY hereunder. The existing road easement, the intended recreational trail easement, and the trailhead and its improvements are henceforth referred to collectively and as the context requires as "the Property". Also, concurrently herewith, a road easement shall be reserved to DISTRICT for access to the Property, hereinafter referred to as "Access Road Easement". The Access Road Easement shown and legally described in the attached Exhibit "B"..
- D. HABITAT AUTHORITY has the ability, and is willing, to provide management for the Property, and COUNTY desires assurances that the Property will be managed and operated as a non-vehicular trailhead and will remain available for public use and enjoyment.
- E. HABITAT AUTHORITY proposes to construct, operate and maintain the new trailhead on the Property as depicted on Exhibit "C", attached hereto, all at its sole cost.

AGREEMENT:

1. **Construction:** HABITAT AUTHORITY shall construct all improvements for the new trailhead on the Property at its sole cost, in accordance with the plans and specifications which have been prepared, and of which COUNTY acknowledges its approval, and which are on file at the COUNTY and HABITAT AUTHORITY. HABITAT AUTHORITY shall commence construction in a timely fashion pursuant to its award of a publicly-bid construction contract, substantially in the form attached hereto as Exhibit "D". COUNTY shall be advised of and may participate in all job meetings, site inspections, and tests involving the construction, and shall have unlimited reasonable access to the job site.
Upon completion of the improvements and COUNTY'S acceptance thereof, HABITAT AUTHORITY shall operate and maintain the Property in good condition.
2. **Appointment of Manager:** COUNTY hereby appoints HABITAT AUTHORITY as exclusive manager of the Property and grants to HABITAT AUTHORITY sole and exclusive rights to manage and control the Property during the term hereof. HABITAT AUTHORITY accepts the appointment as manager of the Property without expectation of remuneration of any kind from COUNTY.
3. **Duties of Manager:** HABITAT AUTHORITY agrees to manage, control and maintain the Property in accordance herewith. HABITAT AUTHORITY will manage the Property, subject to the ultimate supervision of the COUNTY, for the benefit of the residents of Los Angeles COUNTY, with equal access provided to residents of incorporated and unincorporated areas. HABITAT AUTHORITY shall comply with all applicable requirements of local fire protection agencies and shall use its best efforts to keep the Property free of trash and debris. HABITAT AUTHORITY shall have the right to close the Property to the general public only in cases where public health and safety is of concern, including rules for fire closure and other emergencies, which are consistent with the policies the Los Angeles County Fire Department. Habitat Authority shall comply, and the Habitat Authority shall contractually require and ensure that Habitat Authority's contractors comply, with all applicable federal, state and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference.
4. **Access Road Easement:** The Access Road Easement shall be maintained at all times by District for the normal and usual usage of District in accordance with its standards for such unpaved roads, and HABITAT AUTHORITY shall have no maintenance responsibility whatsoever. HABITAT AUTHORITY shall have the right to use the Access Road Easement at all times during the term of this Agreement without charge in order to fulfill its obligations hereunder, including its right and obligation to operate, manage and maintain the Property, and shall have no obligation to repair the Access Road Easement except to the extent that the repair is necessitated by its use thereof in excess of its rights and obligations

under this Agreement.

5. **Indemnification:** HABITAT AUTHORITY agrees to indemnify, defend, and hold harmless COUNTY and its special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to HABITAT AUTHORITY's operation, maintenance or management of the Property which result from bodily injury, death, personal injury, or property damage (including damage to HABITAT AUTHORITY's property), and including, without limitation, liability arising pursuant to Section 895.2 of the Government Code. HABITAT AUTHORITY shall not be obligated to indemnify for liability and expense arising from the active negligence of the COUNTY or its officers, employees or agents.
6. **Insurance:** Without limiting HABITAT AUTHORITY's indemnification of COUNTY and during the term of this Agreement, HABITAT AUTHORITY shall provide and maintain at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to the Director prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by HABITAT AUTHORITY to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

a. **Liability:** Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

(i) General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual independent contractors, advertising, products/completed operations, broad form of property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

(1) If written in an annual aggregate limit, the policy should be three times the above required occurrence limit.

(2) If written on a claims made form, HABITAT AUTHORITY shall be required to provide an extended two years reporting period commencing upon termination or cancellation of this Agreement.

(ii) Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined limit of not less than \$1,000,000 per occurrence.

b. **Workers' Compensation:** HABITAT AUTHORITY shall maintain a program of Workers' Compensation Insurance in the amount and form to meet all applicable requirements of the Labor Code of the State of California including Employer's Liability with a \$1,000,000 limit to covering all persons providing services on behalf of HABITAT AUTHORITY and all risk to such persons under the Agreement.

7. **Taxes and Assessments:** The COUNTY shall be responsible for payment of any and all real property taxes and assessments levied against the Property, if any, and HABITAT AUTHORITY shall have no responsibility therefore.
8. **Term of Agreement:** The term of this Agreement and HABITAT AUTHORITY's appointment hereunder shall commence on the date of execution by the Chair of the Board and, unless earlier terminated, as herein provided, shall continue for fifty (50) years.
9. **Early Termination of Management Agreement:**
 - a. The COUNTY shall have the right to terminate this Management Agreement for cause if, after ninety (90) days' notice of the grounds thereof, HABITAT AUTHORITY has failed to cure its default or, in the event the nature of the grounds for termination are such that more than ninety (90) days is required to effect a cure, if within such ninety (90) days it has failed to commence such cure and fails to diligently pursue it thereafter.
10. **Assignments:** Subject to the prior written consent of the COUNTY which consent shall not be unreasonably withheld or delayed, HABITAT AUTHORITY shall have the right to assign its obligations under this Agreement to a governmental agency having the power and authority to carry out the purposes hereof. Except as provided herein above to the contrary, neither this Management Agreement nor the rights hereunder may be assigned, nor may the duties hereunder be delegated.
11. **Covenant:** In consideration of the appointment referred to in Paragraph 2 herein above, HABITAT AUTHORITY agrees, on behalf of itself, its successors and assigns, that:
 - a. HABITAT AUTHORITY will maintain the Property during the term of this Agreement as a recreational non-vehicular trailhead, and will not change or modify the Property or its uses or construct thereon any improvements, except those specifically authorized pursuant to this Agreement, without the prior written consent of COUNTY. Consent shall not be required for weed abatement or other fire prevention activities as shall be required by the Los Angeles County Fire

Department or any successor fire agency, nor for the maintenance of hiking and/or equestrian trails.

b. In the event that HABITAT AUTHORITY is dissolved or shall otherwise cease to exist prior to the assignment of the rights and obligations herein pursuant to Section 10 above, this Agreement will terminate.

c. This Agreement shall constitute a covenant running with the land, binding upon HABITAT AUTHORITY, its successors and assigns. If any action be filed to enforce said covenant, the prevailing party shall bear its own costs of suit, including attorney's fees. No termination of HABITAT AUTHORITY's appointment as manager of the Property shall, in any manner, affect this covenant.

12. **Use of COUNTY Lobbyists:** HABITAT AUTHORITY and each County Lobbyist or County Lobbyist firm as defined in Los Angeles County Code Section 2.160.010, retained by HABITAT AUTHORITY, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of HABITAT AUTHORITY or any County Lobbyist or County Lobbying firm retained by HABITAT AUTHORITY to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

COUNTY may, by written notice to HABITAT AUTHORITY, immediately terminate the right of HABITAT AUTHORITY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by HABITAT AUTHORITY, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the HABITAT AUTHORITY's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against HABITAT AUTHORITY as it could pursue in the event of default by the HABITAT AUTHORITY.

HABITAT AUTHORITY shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861 or to such other number as may be provided to HABITAT AUTHORITY in writing by the COUNTY.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

13. **Amendments:** This Agreement may be modified, amended or changed only by an instrument in writing signed by the parties hereto or their successors in interest; provided further, that any modification of Paragraph 8 hereof shall become effective only when recorded in the land records of the COUNTY in which the Property is located.
14. **Recordation:** Upon execution and approval of Agreement, HABITAT AUTHORITY shall return the original and two (2) copies to the COUNTY for recordation purposes.
15. **Notices:** Any notice or correspondence to be given hereunder shall be in writing and shall be deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To: HABITAT AUTHORITY
Attn: Ms. Andrea Gullo
Executive Director
Puente Hills Landfill Native Habitat Preservation
Authority
7702 Washington Ave, Suite C
Whittier, CA 90602

To: COUNTY of Los Angeles
Department of Parks and Recreation
Attn: Executive Director
433 South Vermont Avenue
Los Angeles, CA 90020-1979

Either party may change its address for service of notice by giving written notice thereof to the other party in accordance herewith.

19. This Agreement shall be void and of no force or effect in the event that COUNTY fails or refuses to vacate the road easement over the Property.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized officials on the dates indicated below.

**PUENTE HILLS LANDFILL NATIVE HABITAT
AUTHORITY**

By: 
Andrea Gullo, Executive Director

**COUNTY OF LOS ANGELES and LOS
ANGELES COUNTY FLOOD CONTROL
DISTRICT**

ATTEST:

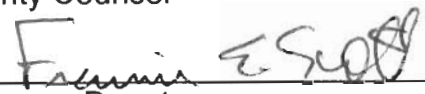
VIOLET VARONA-LUKENS
Executive Officer - Clerk of
The Board of Supervisors

By: _____
Chair, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, Jr.
County Counsel

By: 
Deputy

SEVENTH AVENUE

SW'ly of Orange Grove Avenue
(Hacienda Hills Trailhead)

A.M.B. 8211-014, 015, 016, 017 and 018
8221-001, 002, and 003

T.G. 677-H2

I.M. 114-277

S.D. 4

M0576104

EXHIBIT "A"

All of those portions of SEVENTH AVENUE, 100 feet wide and variable width, in the unincorporated territory of the County of Los Angeles, State of California, as shown on and dedicated to the public use, by maps of Tract No. 24396, recorded in Book 744, pages 75, 76, and 77, Tract No. 28609, filed in Book 769, pages 71 and 72, and Tract No. 27368, filed in Book 784, pages 45, 46, and 47, all of Maps, in the Office of the Recorder of said County, and all of that certain 100-foot wide strip of land designated as "FUTURE STREET", as shown on and dedicated on said map of said Tract No. 27368 and accepted for public use in Resolution adopted by the Board of Supervisors on May 2, 1978, and recorded on May 4, 1978 as Document No. 78-476490, of Official Records, in the office of said Recorder, bounded on the northeast by the southeasterly prolongation of the northeasterly line of Lot 28 of said Tract No. 24396, and bounded on the northwest by the southwesterly prolongation of the northwesterly line of Lot 24 of said Tract No. 27368.

Area: 6.56± Acres

Description Approved

JAN 13 2003

Donald L. Wolfe

Acting Director of Public Works

By


Cadastral Engineer II

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the Land Surveyors Act.

SEVENTH AVENUE

SW'ly of Orange Grove Avenue

A.M.B. 8211-014, 015, 016, 017 and 018

8221-001, 002, and 003

T.G. 677-H2

I.M. 114-277

S.D. 4

M0576104

EXHIBIT "B"

ACCESS ROAD EASEMENTS

Part A (Easement for covered storm drain, appurtenant structures, and ingress and egress purposes):

A strip of land 9 feet wide, the generally southeasterly sideline of said strip of land being a line parallel and concentric with, and 41 feet westerly and northwesterly, measured at right angles and radially, from the center line of said SEVENTH AVENUE, bounded on the northeast by the southeasterly prolongation of the northeasterly line of Lot 28 of said Tract No. 24396, and bounded on the west by that certain course having a bearing and length of N 1°10'00" E 100.00 feet in the easterly boundary of Lot 20 of said Tract No. 27368.

Part B (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Commencing at the intersection of the center line of SEVENTH AVENUE and the center line of Orange Grove Avenue, as shown on said map of Tract No. 24396; thence South 63°52'20" East along said last-mentioned center line, a distance of 9.11 feet; thence South 15°04'08" West 30.57 feet to the TRUE POINT OF BEGINNING; thence continuing South 15°04'08" West 373.51 feet to a point hereby designated as Point "A"; thence continuing South 15°04'08" West 144.30 feet to a point on a non-tangent curve concave to the west and having a radius of 860.29 feet, a radial of said curve to said last-mentioned point bears South 77°31'59" East; thence southerly along said curve through a central angle of 7°07'55", an arc length of 107.09 feet to a point on a non-tangent curve concave to the northwest and having a radius of 882.33 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 73°24'20" East; thence southwesterly along said last-mentioned curve through a central angle of

10°49'21", an arc length of 166.66 feet to a point hereby designated as Point "B"; thence continuing along said last-mentioned curve through a central angle of 16°01'15", an arc length of 246.72 feet to a point on a non-tangent curve concave to the northwest and having a radius of 881.05 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 51°43'27" East; thence southwesterly along said last-mentioned curve through a central angle of 11°54'29", an arc length of 183.11 feet to a point hereby designated as Point "C"; thence continuing along said last-mentioned curve through a central angle of 7°26'00", an arc length of 114.31 feet to a point on a non-tangent curve concave to the northwest and having a radius of 1,501.96 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 23°41'26" East; thence westerly along said last-mentioned curve through a central angle of 12°08'14", an arc length of 318.17 feet to a point hereby designated as Point "D"; thence continuing along said last-mentioned curve through a central angle of 10°23'29", an arc length of 272.40 feet to that certain course having a bearing and length of N 1°10'00" E 100.00 feet in the easterly boundary of Lot 20 of said Tract No. 27368.

The sidelines of the above-described 20-foot wide strip of land shall be prolonged or shortened at angle points so as to terminate at their points of intersection, at the beginning thereof so as to terminate at the southeasterly prolongation of the northeasterly line of Lot 28, said Tract No. 24396, and at the ending thereof so as to terminate at said certain course having a length of 100.00 feet.

Part C (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "A"; thence North 76°39'00" West 81.33 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part D (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "B"; thence North 62°34'58" West 76.94 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part E (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "C"; thence North 39°48'58" West 77.03 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Part F (Easement for ingress and egress):

A strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the above-designated Point "D"; thence North 11°33'12" West 44.91 feet.

EXCEPTING therefrom those portions lying within the above-described Parts A and B.

Total Area: 1.27± Acres

Description Approved

JAN 13 2005

Donald L. Wolfe

Acting Director of Public Works

By *Laurelita V. Pustobal*
Cadastral Engineer II

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the Land Surveyors Act.

SEVENTH AVENUE

SW'ly of Orange Grove Avenue

(Hacienda Hills Trailhead)

A.M.B. 8211-014, 015, 016, 017 and 018

8221-001, 002, and 003

T.G. 677-H2

I.M. 114-277

S.D. 4

M0576104

EXHIBIT "C"

All of those portions of SEVENTH AVENUE, 100 feet wide and variable width, in the unincorporated territory of the County of Los Angeles, State of California, as shown on and dedicated to the public use, by maps of Tract No. 24396, recorded in Book 744, pages 75, 76, and 77, Tract No. 28609, filed in Book 769, pages 71 and 72, and Tract No. 27368, filed in Book 784, pages 45, 46, and 47, all of Maps, in the Office of the Recorder of said County, bounded on the northeast by the southeasterly prolongation of the northeasterly line of Lot 28 of said Tract No. 24396, and bounded on the west by that certain course having a bearing and length of N 1°10'00" E 100.00 feet in the easterly boundary of Lot 20 of said Tract No. 27368.

Total Area: 4.36± Acres

Description Approved

JAN 13 2005

Donald L. Wolfe

Acting Director of Public Works

By *Larsito V. Cristobal*
Cadastral Engineer II

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the Land Surveyors Act

-EXAMPLE CONTRACT-

This Contract is entered into this xx day of January, 2005, between the Puente Hills Landfill Native Habitat Preservation Authority, a joint powers authority established pursuant to Government Code Section 6500 et.seq., hereinafter referred to as HABITAT AUTHORITY, and xxxx, Inc., hereinafter referred to as CONTRACTOR.

1. Contract Documents: All rights and obligations of HABITAT AUTHORITY and CONTRACTOR are fully set forth and described in the Contract Documents. The Contract Documents are incorporated herein by reference the same as though set out in full and include the following:

- a. Plans and/or Specifications identified by project number (FIELD-PROJECT NUMBER) with referenced documents, hereafter referred to as the "WORK". Exhibit (A)
- b. Notice Inviting Bids dated (FIELD-BID DATE). Exhibit (B)
- c. CONTRACTOR'S proposal accepted by bid received (FIELD-PROPOSAL DATE). Exhibit (C)
- d. General Conditions of the Specifications. (Exhibit D)
- e. CONTRACTOR'S Acknowledgement of Statutory Provisions for Payments and Assignments under Public Contracts Code Section 7103.5 and 20104.50. Exhibit (E)
- f. CONTRACTOR'S Statement of Nondiscrimination. Exhibit (F)
- g. CONTRACTOR'S Construction Schedule (Exhibit G)
- h. CONTRACTOR'S Executed Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution and Certificate of Insurance. Exhibit H(1) and Exhibit H(2)
- i. CONTRACTOR'S Statement of Acknowledgement to Secure Workers Compensation Coverage and Certificates of Workers Compensation and Liability Insurance. Exhibit I (1) and Exhibit I(2)
- j. Performance and Materials Bonds. Exhibit (J)
- k. CONTRACTOR'S Acknowledgement of Statutory Provisions for Resolution of Construction Contract Claims of less than \$375,000 pursuant to California Public Contract Code Sections 20104. (Exhibit K)
- l. CONTRACTOR'S Noncollusion Affidavit under Public Contract Code Section 7106 (Notorized Document). Exhibit (L)

EXHIBIT "D"

HABITAT AUTHORITY and CONTRACTOR for the consideration hereinafter set forth agree as follows:

Continued on next 8 pages.

COMPANY
ADDRESS

HABITAT AUTHORITY

Signature

NAME
President

Signature

Andrea Gullo
Executive Director

FOR OFFICE USE ONLY

Agreement Amount	\$	CONTRACT NUMBER PHLNHPA 05-XX	TAX ID #
Amt. Prev. Encumbered	\$---	Project Name: Hacienda Hills Trailhead Construction	
Total	\$---	INITIALS/DATE Legal (Only if other than Standard Agrmt)	

2. Project: CONTRACTOR shall furnish all materials and perform all of the WORK for completion of (FIELD-NAME OF PROJECT), project number (FIELD-NUMBER), in accordance with the Contract Documents.

3. Compensation: HABITAT AUTHORITY shall pay the amount of \$(FIELD-AMOUNT OF DOLLARS) as specified by CONTRACTOR in Contractor's Proposal, and incorporated herein as Exhibit C as full compensation to CONTRACTOR for furnishing all materials and for doing all the WORK contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the WORK aforesaid, from the actions of the elements, from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the WORK until its acceptance by HABITAT AUTHORITY, and for all risks of every description connected with the WORK, also for all expenses incurred by or in consequence of the suspension or discontinuance of the WORK, for all well and faithfully completing the WORK, and the whole thereof, in the manner and according to the Contract Documents..

4. Notice to Proceed: Following the execution of this Contract and the approval of bonds and insurance policies and certificates, HABITAT AUTHORITY shall issue a Notice to Proceed with the WORK.

5. Inspection: It is understood that the WORK to be performed by CONTRACTOR must meet the specifications of this Contract, and the approval of the HABITAT AUTHORITY. HABITAT AUTHORITY will have the right to conduct intermittent inspections of CONTRACTOR'S WORK until completion of the Contract. When the WORK is completed, CONTRACTOR shall so certify and shall request final inspection by HABITAT AUTHORITY. Within ten (10) days HABITAT AUTHORITY will make final inspection. If HABITAT AUTHORITY determines that the WORK has been completed to its satisfaction, HABITAT AUTHORITY will formally accept the WORK.

6. Payment: Payment shall be in accordance with Section 9.0 of the General Conditions (Exhibit D) and Statutory Provisions for Payments and Assignments (Exhibit E). Neither final payment nor any remaining retainage shall become due to the CONTRACTOR until sixty (60) calendar days following the recordation of a Notice of Completion. In the event of a dispute between HABITAT AUTHORITY and the CONTRACTOR, HABITAT AUTHORITY may withhold from final payment an amount not to exceed 150% of the disputed amount.

7. Discrimination: In performance of the terms of this Contract, CONTRACTOR shall not engage in, nor permit subcontractors to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735. CONTRACTOR'S Statement of Nondiscrimination is attached as Exhibit F.

8. Employment of Apprentices: CONTRACTOR will comply with Labor Code Section 1777.5 that sets forth provisions for the employment of properly registered apprentices, and will not discriminate against apprentices in public works contracts as set forth in Labor Code Section 1777.6.

9. Contract Time: The WORK called for herein shall be commenced within ten (10) days of the Notice to Proceed issued by HABITAT AUTHORITY and shall be fully completed within the time limit set forth in the Notice Inviting Bids. The contract time is (FIELD-NUMBER OF CALENDAR DAYS) consecutive calendar days commencing on the date specified in the Notice to Proceed (hereinafter CONTRACT TIME). If CONTRACTOR will require an extension of time for completion of the WORK, such request shall be made in writing to HABITAT AUTHORITY and will be granted only upon written approval of HABITAT AUTHORITY in accordance with the General Conditions, Section 8.0, Exhibit D.

a. CONTRACTOR and HABITAT AUTHORITY recognize that if the WORK is not completed within the CONTRACT TIME, HABITAT AUTHORITY will sustain damages. CONTRACTOR and its surety shall be liable for liquidated damages and shall pay to HABITAT AUTHORITY the sum of Two Hundred Fifty Dollars (\$250.00) per day for each calendar day that Substantial Completion, as defined in Section 8.0 of the General Conditions of the Contract (EXHIBIT D) is delayed beyond the time stated

in paragraph (5) above without an extension of CONTRACT TIME approved by HABITAT AUTHORITY as provided in the Contract Documents.

b. In view of the impracticality and extreme difficulty of determining the actual amount of such damage, it is hereby agreed between HABITAT AUTHORITY and CONTRACTOR that the per diem damages set forth above are fixed and determined by the parties as the estimated damages that the HABITAT AUTHORITY will suffer by reason of such default and not by way of penalty.

c. It is further mutually understood and agreed between HABITAT AUTHORITY and CONTRACTOR that the sums of liquidated damages set forth above are additive for each and every day of delay in the event that the date of Substantial Completion is so exceeded. It is further understood and agreed upon by and between HABITAT AUTHORITY and CONTRACTOR liquidated damages may be assessed against progress payments or retainage and that HABITAT AUTHORITY will issue a deductive Change Order for the amounts specified herein and will reduce the Contract Sum accordingly.

d. CONTRACTOR shall notify HABITAT AUTHORITY of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as part of the construction schedule which will provide in sufficient detail the chronological relationship of all activities of the WORK, including but not limited to start and completion dates of various activities, and, if pertinent, the time for submittal of shop drawings to HABITAT AUTHORITY for approval, procurement of materials, and scheduling of equipment. (Exhibit G) CONTRACTOR shall notify HABITAT AUTHORITY in writing of any subsequent changes in the construction schedule that will affect the time available for protection, removal, or relocation of utilities. In accordance with Government Code Section 4215, CONTRACTOR shall not be assessed liquidated damages for delay and completion of the WORK when such delay was caused by the failure of HABITAT AUTHORITY or utility owner to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents.

10. Licenses: CONTRACTOR herein certifies that he or she is licensed by the State of California in accordance with regulations of the Contractor's State License Board.

11. Indemnification and Insurance:

Contractor shall indemnify, defend, protect, and hold harmless HABITAT AUTHORITY against all claims for damages arising from work performed by CONTRACTOR. CONTRACTOR shall obtain a policy of Commercial Liability insurance written on an Occurrence form, Commercial Automobile coverage, and Workers Compensation insurance. CONTRACTOR shall maintain such policies in full force and affect at all times until acceptance of work by HABITAT AUTHORITY. Concurrently with execution of this Contract, CONTRACTOR shall furnish to HABITAT AUTHORITY a certificate of insurance from insurer evidencing compliance in accordance with the following requirements. Exhibit H (2).

a. Policies shall name as Additional Insured the following entities: HABITAT AUTHORITY, Los Angeles County Sanitation Districts, Mountains Recreation and Conservation Authority a joint powers authority established pursuant to Government Code Section 6500 *et seq.*, and the City of Whittier, a local municipality. Said entities, their employees, agents, directors, officers, and constituent members will be covered

under said policy.

b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death, arising out of or connected with work under this Contract.

c. Minimum limits of coverage of the policy shall be:

Bodily Injury: \$1,000,000 each occurrence, \$2,000,000 annual aggregate,

Property Damage: \$1,000,000 each occurrence for Liability, \$1,000,000 Automobile Liability, and Workers Compensation as required by law.

d. All policies must give 30 days written notice in the event of cancellation.

12. Worker's Compensation: CONTRACTOR will provide HABITAT AUTHORITY with an executed Statement of Acknowledgement to Secure Workers Compensation Coverage (Exhibit I(1)) with the HABITAT AUTHORITY before commencement of the WORK. CONTRACTOR shall comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the HABITAT AUTHORITY (Exhibit I(2)) to HABITAT AUTHORITY before commencement of the Work. The HABITAT AUTHORITY, their employees, agents, officers, directors, and constituent members, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this provision of the Contract. All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the HABITAT AUTHORITY shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

13. Work Progress: HABITAT AUTHORITY reserves the right to do other work in connection with project or adjacent thereto by Contract or otherwise, and CONTRACTOR shall at all times conduct the WORK so as to impose no hardship on HABITAT AUTHORITY or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto. CONTRACTOR shall furnish materials, articles, and equipment in ample quantities and at such times as to insure uninterrupted progress of the WORK. No advertising of any description will be permitted in or about the WORK, except as provided for in the specifications. HABITAT AUTHORITY will furnish container stock and seed unless otherwise mutually agreed upon.

14. Enforcement of Contract: If any action at law or in equity is brought by HABITAT AUTHORITY on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Contract and/or the Contract Documents, HABITAT AUTHORITY will be entitled to recover all costs, including reasonable attorneys fees, resulting from such action at law or in equity.

15. Contractor's Guarantee: CONTRACTOR hereby unconditionally guarantees that the WORK will be done in accordance with requirements of Contract, and further guarantees the WORK of Contract to be and remain free of defects in workmanship and materials for a period of one year from date of acceptance of Contract unless a longer guarantee period is specifically called for. CONTRACTOR hereby agrees to repair or replace any and all WORK, together with any other adjacent work which may be damaged or displaced in so doing, that may prove to be not material within guarantee period specified, without any expense whatsoever to HABITAT AUTHORITY, unusual wear and tear and

unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period. (Exhibit J)

16. Requirement to Cure of Defects: CONTRACTOR further agrees that within ten (10) calendar days after being notified in writing by HABITAT AUTHORITY of any WORK not in accordance with requirements of Contract or any defects in the WORK, CONTRACTOR will commence and prosecute with due diligence all WORK necessary to fulfill terms of this guarantee, and to complete the WORK within a reasonable period of time. In the event CONTRACTOR fails to so comply, HABITAT AUTHORITY is authorized to immediately terminate the Contract.

17. Compliance with Law: CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations or ordinances.

18. Resolution of claims or disputes of less than \$375,000 arising out of or relating to Contract: This Contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Attached as Exhibit K is Contractor's acknowledgment that this Contract is subject to the provisions of Section 20104 of the California Public Contract Code relating to construction contract claims and Contractor's agreement to be bound by all such provisions.

19. Noncollusion: CONTRACTOR shall submit a fully executed Noncollusion Affidavit in accordance with Public Contract Code Section 7106, attached to this Contract as Exhibit L.

20. Prevailing Wages: CONTRACTOR, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor. The CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40 hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color national origin, sex, or religion. CONTRACTOR shall forfeit to the HABITAT AUTHORITY the penalties prescribed in the Labor Code for violations. CONTRACTOR shall not pay less than prevailing wage rates set by the State of California Department of Industrial Relations, Division of Labor Standards Enforcement, for the WORK contemplated by this contract. Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations.

21. Payroll Records: CONTRACTOR will comply with Section 1776 of the Labor Code which imposes responsibility upon the CONTRACTOR and subcontractors for the accuracy, maintenance, certification, and availability for inspection of payroll records in connection with the WORK.

22. Termination by HABITAT AUTHORITY for Convenience: Without limiting any rights which HABITAT AUTHORITY may have by reason of any default by CONTRACTOR hereunder, HABITAT AUTHORITY may suspend or terminate this contract in whole or in part, at any time, for any other cause, convenience or any other reason and may suspend or abandon the execution of all or any part of the WORK upon written notice to the CONTRACTOR. Such termination, suspension or abandonment shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) days from the date of the notice. Immediately upon receipt of such notice, CONTRACTOR shall cease performance of the WORK of this contract to the extent specified in the notice and shall incur no further costs or expenses, except as specified in the notice. At the option of HABITAT AUTHORITY, all or any of the subcontracts entered into by CONTRACTOR prior to the date of termination shall be terminated or shall be assigned to HABITAT AUTHORITY. In the event of termination under this subparagraph, the HABITAT AUTHORITY shall pay CONTRACTOR for all

services satisfactorily rendered prior to the effective date of the termination and such payment shall be in full satisfaction of all services rendered hereunder. HABITAT AUTHORITY shall also pay CONTRACTOR fair compensation, either by purchase or rental, at the election of HABITAT AUTHORITY for any equipment of CONTRACTOR retained by HABITAT AUTHORITY. If by rental, HABITAT AUTHORITY and CONTRACTOR shall enter into a mutually acceptable rental agreement which shall provide that the HABITAT AUTHORITY is to maintain the equipment and return to CONTRACTOR in good condition, ordinary wear and tear excepted, and to maintain reasonable insurance coverages on the equipment.

**Master Document Package
Puente Hills Landfill Native Habitat Preservation Authority**

**Hacienda Hills Trailhead
December 2004**

**Bid Date: January 18, 12 p.m.
7702 Washington Avenue, Suite C, Whittier, CA 90602
Walk Through: December 21, 10 a.m.
End of Seventh Ave. and Orange Grove
Hacienda Heights, CA**

NOTICE INVITING BIDS

(REV. 11/2001)

Project Name: Hacienda Hills Trailhead

Type of Work: Construction of trailhead

The Puente Hills Landfill Native Habitat Preservation Authority, a public entity of the State of California, requests bids for construction of entry parking lot, entry gates and features, trails, benches, kiosks, landscaping, and irrigation, grading and drainage work, street improvements, and other minor improvements. At the time of bid submission, and at all times during the term of the contract, Contractor shall hold a Class B for a General Contractor's license issued by the State of California.

Bids must be received by 12 noon on January 18, 2005 in the offices of the Puente Hills Landfill Native Habitat Preservation Authority at 7702 Washington Avenue, Suite C, Whittier, CA 90602. Plans, bid forms and specifications may be purchased from Glendale Blueprint. Please contact John Flores at Glendale Blueprint, (818) 241-4181 for details. Please contact Stephanie Landregan at (323) 221-8900- extension 184/ FAX (323-221-0998).

A mandatory Bidders conference will be held at 10 a.m. on December 21, 2004 at the terminus of 7th Avenue at the intersection of Orange Grove Avenue in Hacienda Heights. All potential bidders should attend this pre-bid meeting. Failure to do so will result in rejection of bid.

Note: The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law. Projects in excess of \$25,000 will require submission of a payment bond.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations.

PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY
7702 Washington Ave., Suite C, Whittier, CA 90602

INSTRUCTION TO BIDDERS
Rev. 12/04

Sealed bids will be accepted in the office of the Puente Hills Landfill Native Habitat Preservation Authority, **until 2 p.m., January 18, 2005** and will be opened at that time on said day for performing the following work:

Description of work:

Construction of improvements and site work at the terminus of Seventh Avenue intersecting Orange Grove in Hacienda Heights, CA, including but not limited to:

- Stone and Wrought Iron Fencing and Gates complete
- Approximately 5600 square foot asphalt chip sealed and stripped parking
- Decomposed granite paths
- Wood and Stone kiosk
- Restroom enclosure (wood fencing/concrete)
- Benches, trash cans, drinking fountain and other park fixtures
- Native landscaping and irrigation
- Grading and landforming
- Limited street improvements

The above work will be performed in accordance with the plans, standard specifications and special provisions for the project.

No bid will be accepted from a Contractor who does not hold a California contractor's license in accordance with the provisions of the Business and Professions Code. The successful contractor and his subcontractors shall immediately obtain business licenses from the City or County in which the work is to be performed if necessary. Fees will be paid by the Contractor.

Plans, bid forms and specifications may be purchased from Glendale Blueprint. Please contact John Flores at Glendale Blueprint, (818) 241-4181 for details.

The provisions of the California Labor Code will be incorporated in and govern this contract. The General Prevailing Rate of Per Diem Wages pursuant to the California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1771 is made a part hereof as though fully set forth herein.

Any classification omitted herein shall be paid not less than the prevailing wage scale as established for similar work in the particular area, and all overtime shall be paid at the prevailing rates as established for the one particular area. Sunday and holiday time shall be compensated for at double the rate.

The Contractor will be required to post a copy of the prevailing wage rates in the manner prescribed in the Labor Code of the State of California as it applies to the project.

No bid will be accepted unless it is made on a bid form furnished by the Habitat Authority. Each bid must be accompanied by cash, cashier's check, certified check, or bidder's bond issued by an admitted surety insurer, made payable to the Puente Hills Landfill Native Habitat Preservation Authority, for an amount equal to at least ten percent (10%) of the amount of the highest alternate bid submitted, guaranteeing that if the bidder to whom the bid is awarded fails to execute this contract, such guarantee shall be forfeited to the Agency.

Rev.11/2001

The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law, if applicable.

The contract is to be completed within 140 (One hundred forty) calendar days of issuance of a Notice to Proceed.

The Puente Hills Landfill Native Habitat Preservation Authority reserves the right to reject any and all bids, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of bids received. Basis for the award shall, at a minimum, be based upon the following: The Total Bid amount listed in the Bid proposal form, the Contractor's Construction Experience and the completeness of the Contractor's forms. The award, if made, will be made to the lowest responsible and responsive bidder.

STANDARD DETAILS

Proposal Form Bidders Schedule

Hacienda Hills Trailhead

End of 7th Avenue at Orange Grove Avenue, Hacienda Heights, CA

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and Plans in the time and manner therein prescribed for the price set forth in the following schedule.

Base Bid Cost Summary:	<u>Description</u>	<u>Amount</u>
	Bonding and Mobilization	\$ _____
	Demolition and clearing	\$ _____
	Site grading (complete)	\$ _____
	Gabion bridges (4) (complete installed)	\$ _____
	Chip seal asphalt parking lot, complete with base and striping, wheelstops	\$ _____
	Stone fencing (Pilasters (3), 18-inch stone walls (stonework, brick caps, footings, steel, concrete, complete)	\$ _____
	Wrought Iron Fencing (Installed)	\$ _____
	Decomposed granite kiosk area, paths, edging	\$ _____
	Stone Interpretive kiosk (wood fabrication, stonework, CMU, brick work, concrete footings, steel inclusive and installed)	\$ _____
	Wood Crete fencing (installed)	\$ _____
	Litchfield benches (2)(inclusive, installed)	\$ _____
	Drinking Fountain	\$ _____
	Landscaping	\$ _____
	Irrigation (complete including water meter)	\$ _____
	Landscape Maintenance Period	\$ _____
	Entry Sign (installed)	\$ _____
	Gravel Roadway	\$ _____
	Street improvements: new sidewalk, curb, ADA curb cut, driveway, permits	\$ _____
	Restroom enclosure	\$ _____
	Box culvert	\$ _____
	ADA turn style	\$ _____
	Misc. furnishings, signs, etc. on plan	\$ _____
	TOTAL	\$ _____

Authorized Signature: _____

Printed Name: _____

Date: _____

EXHIBIT M
(Standard Construction Contract)

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- (a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore,** except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both. In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**
- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License no. : _____ Class: _____ Expiration date: _____

Date _____ Signature _____

EXHIBIT L
(Standard Construction Contract)

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code § 7106]

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature _____

Subscribed and sworn to before me on _____
(Date)

(Notary Seal)

Signature _____
Notary Public

EXHIBIT K
(Standard Construction Contract)

**STATUTORY PROVISIONS FOR
CONSTRUCTION CONTRACT CLAIMS AND PAYMENTS**
[Public Contract Code §§ 20104 & 20104.50]

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

This contract is further subject to the provisions of Article 1.7 (commencing at Section 20104 .50) of Division 2, Part 3 of the California Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This contract hereby incorporates the provisions of Article 1.7 as though fully set forth herein. I, the undersigned Contractor, acknowledge that this contract is subject to the provisions of Section 20104 of the California Public Contract Code relating to construction contract claims and Section 20104.50 related to progress payments, and agree to be bound by all the provisions thereof as set forth in full herein.

Date _____ Signature _____

EXHIBIT I (1)
(Standard Construction Contract)

**CONTRACTOR'S STATEMENT OF ACKNOWLEDGEMENT TO SECURE
WORKER'S COMPENSATION COVERAGE**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I declare under penalty of perjury that the foregoing is true and correct.

Date: _____

Signature: _____

Job Title: _____

Company: _____

Project Name: _____

Project Number: _____

EXHIBIT H(1)
(Standard Construction Contract)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/ Agreement/License/Permit No. or description: _____

Indemnitor(s) (*list all names*): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the _____ and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____

Name _____

By: _____
Its

By: _____
Its

EXHIBIT G
(Standard Construction Contract)

Contractor's Activity Schedule

Please provide sufficient detail regarding chronological order of expected activities, including submittal of shop drawings to Habitat Authority, procurement of materials, equipment scheduling, and the removal, protection, or relocation of utilities.

[illegible]

GENERAL CONDITIONS

1.0 CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Conditions of the Contract, Exhibits to the Contract, General Conditions, Special Conditions, if any, the Drawings, the Specifications, all Addenda issued prior to award, and all Modifications thereto. A modification is (1) a written amendment signed by both parties, (2) a Change Order, (3) a written interpretation issued by the HABITAT AUTHORITY, (4) a written order for a minor change in the work issued by the HABITAT AUTHORITY. A Modification may be made only after award of contract.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by Modification as defined in Subparagraph 1.1.

1.3 The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.4 The Project is the total construction, of which the Work performed under the Contract Documents may be the whole or a part.

1.5 The Contract Documents shall be signed in not less than triplicate by the HABITAT AUTHORITY and Contractor.

1.6 By executing the Contract, the Contractor represents that Contractor has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.

1.7 The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the Work.

1.8 All drawings, Specifications and copies thereof furnished by the HABITAT AUTHORITY are, and shall remain, property of the HABITAT AUTHORITY.

2.0 CONTRACT ADMINISTRATION

2.1 The HABITAT AUTHORITY will provide general administration of the Construction Contract including performance of the functions hereinafter described.

2.2 The HABITAT AUTHORITY shall at all times have access to the Work, including periods of preparation to commence the Work and during progress of the Work. The Contractor shall provide facilities for such access so the HABITAT AUTHORITY may perform its functions under the Contract Documents.

2.3 The HABITAT AUTHORITY will have authority to reject Work which does not conform to the Contract Documents. Whenever the HABITAT AUTHORITY considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, HABITAT AUTHORITY will have authority to require the Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed.

2.4 The HABITAT AUTHORITY will prepare Change Order(s), and will have authority to order minor changes in the Work.

2.5 The HABITAT AUTHORITY will conduct inspections to determine the dates of Substantial Completion and final completion of the Work. Contractor will assemble and provide HABITAT AUTHORITY with written guarantees and related documents required by the Contract.

2.6 The HABITAT AUTHORITY shall not be responsible or liable for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3.0 HABITAT AUTHORITY

3.1 The HABITAT AUTHORITY is the Puente Hills Landfill Native Habitat Preservation Authority, a joint powers entity of the City of Whittier, County of Los Angeles, the Sanitation Districts of Los Angeles County, and Hacienda Heights Improvement Association.

3.2 The HABITAT AUTHORITY shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

3.3 Information or services under the HABITAT AUTHORITY's control shall be furnished by the HABITAT AUTHORITY with reasonable promptness to avoid delay in the orderly progress of the Work.

4.0 CONTRACTOR

4.1 The Contractor is the person or organization identified as such in the Contract. The term Contractor means the Contractor or its authorized representative.

4.2 The Contractor shall carefully study and compare the Contract, Conditions of the Contract, Exhibits to the Contract, Drawings, Specifications, Addenda and Modifications, and shall at once report any error, inconsistency or omission it may discover. Contractor shall not be liable to the HABITAT AUTHORITY for any damage resulting from any such errors, inconsistencies or omissions. The Contractor shall do no Work without Drawings, Specifications or interpretations.

4.3 The Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.4 Unless otherwise specifically noted, the Contractor shall provide and pay all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

4.5 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unskilled person or anyone not skilled in the task assigned.

4.6 The Contractor warrants to the HABITAT AUTHORITY that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No substitute "or equal" material or equipment shall be installed without written approval of HABITAT AUTHORITY.

4.7 The warranty provided in Paragraph 4.6 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

4.8 The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

4.9 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

4.10 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

4.11 The Contractor shall be responsible to the HABITAT AUTHORITY for the acts and omissions of all Contractor's employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

4.12 The Contractor immediately after being awarded the Contract shall prepare and submit for the HABITAT AUTHORITY's approval an estimated progress schedule for the Work.

4.13 The Contractor shall maintain at the site for the HABITAT AUTHORITY one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications in good order and marked to record all changes made during construction. An original copy of the Drawings, marked to record all changes made during construction shall be delivered to HABITAT AUTHORITY upon completion of the Work. The drawings shall represent the "As-built" Conditions.

4.14 The Contractor shall review, stamp with approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents. At the time of submission the Contractor shall inform the HABITAT AUTHORITY in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

4.15 By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data. Contractor further represents that Contractor has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.

4.16 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

4.17 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery and surplus materials from and about the site. Contractor shall clean all glass surfaces and leave the Work "broomclean" or its equivalent, except as otherwise specified.

4.18 If the Contractor fails to clean up, the HABITAT AUTHORITY may do so and the cost thereof shall be charged to the Contractor.

4.19 The Contractor shall protect, defend, indemnify and hold harmless the HABITAT AUTHORITY, property owners (Habitat Authority, City of Whittier, LA Co. Sanitation Districts), the Mountains Recreation and Conservation Authority and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor shall execute an Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution setting forth Contractor's obligations that will be incorporated as part of the Contract Documents for the Project.

4.20 Any claim by an employee of Contractor, Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts Contractor and/or Subcontractor may be liable, brought against the HABITAT AUTHORITY, property owners, and/or the Mountains Recreation and Conservation Authority will be covered through worker's compensation insurance procured by Contractor and/or Subcontractor. Contractor will indemnify the HABITAT AUTHORITY, property owners, and the Mountains Recreation and Conservation Authority for any such employee claims arising out of the Work. The indemnification obligation of Contractor, for any acts or omissions of Contractor, Subcontractor, their agents or employees, anyone indirectly employed by Contractor or Subcontractor, or anyone for whose acts any of them may be liable shall not be limited in any way in the amount or type of damages, compensation or benefits payable by or for the Contractor and Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

4.21 The obligations of the Contractor set forth in Paragraphs 4.19 and 4.20 above shall not extend to the liability of the HABITAT AUTHORITY, property owners, and/or the Mountains Recreation and Conservation Authority, their agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the HABITAT AUTHORITY, property owners, and/or the Mountains Recreation and Conservation Authority, their agents, or employees, provided such preparation of said documents, or giving or failure to give said directions or instructions, are the primary cause of the injury or damage.

4.22 At the time of bid submission, Contractor shall identify its type and class of Contractor's License issued by the State of California. Contractor shall keep and maintain the identified Contractor's License current throughout the term of the Contract and until the Work is complete.

5.0 SUBCONTRACTORS

5.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site.

5.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site.

5.3 Nothing contained in the Contract Documents shall create any contractual relation between the HABITAT AUTHORITY, property owners, and/or the Mountains Recreation and Conservation Authority, and any Subcontractor or Sub-subcontractor.

5.4 As soon as practicable after bids are received and prior to the award of the Contract, the successful bidder shall furnish to the HABITAT AUTHORITY in writing for acceptance by the

HABITAT AUTHORITY a list of the names of the Subcontractors of organizations (including those who are to furnish the materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the bidding requirements, or, if none is so designated the names of the Subcontractors proposed for the principal portions of the Work. Prior to the award of the Contract the HABITAT AUTHORITY shall notify the successful bidder in writing if the HABITAT AUTHORITY, after due investigation, has reasonable objection to any person or organization on such list. Failure of the HABITAT AUTHORITY to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization.

5.5 The Contractor shall not contract with any Subcontractor or any person or organization proposed for portions of the Work designated in the bidding requirements, or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted by the HABITAT AUTHORITY. The Contractor will not be required to contract with any Subcontractor or person or organization against whom he has a reasonable objection.

5.6 If the HABITAT AUTHORITY required a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

5.7 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the HABITAT AUTHORITY, unless the substitution is accepted in writing by the HABITAT AUTHORITY.

5.8 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. preserve and protect the rights of the HABITAT AUTHORITY under the Contract and the indemnification rights of all other parties as set forth in paragraphs 4.20 and 4.21 above, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
2. require that such Work be performed in accordance with the requirements of the Contract Documents;
3. require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment;
4. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the Contractor upon the HABITAT AUTHORITY;
5. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the HABITAT AUTHORITY, as trustee under Section 11.0 of the General Conditions;
6. obligate each Subcontractor specifically to consent to the provisions of this paragraph.

- 5.9 The Contractor shall pay each Subcontractor, upon receipt of payment from the HABITAT AUTHORITY, an amount equal to the percentage of completions allowed to the Contractor.
- 5.10 The HABITAT AUTHORITY shall not have any obligations to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
- 5.11 Contractor will employ only those Subcontractors who possess current Contractor's Licenses of the type and class appropriate to the Work performed by said Subcontractors. Contractor agrees that any Subcontractor hired by Contractor will maintain a current Contractor's license while performing any portion of Work until said Work is completed. Upon request of HABITAT AUTHORITY, Contractor will provide verification that any Subcontractor hired by Contractor possesses a current Contractor's License of the type and class appropriate to the portion of the Work performed.

6.0 HABITAT AUTHORITY'S RIGHT TO AWARD SEPARATE CONTRACTS

- 6.1 The HABITAT AUTHORITY reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of the Contract.
- 6.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the contract documents in each case shall be the Contractor who signs each separate contract.

7.0 MISCELLANEOUS PROVISIONS

- 7.1 The Contract shall be governed by the law of the place where the Project is located.
- 7.2 The HABITAT AUTHORITY and the Contractor each binds itself, its partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder, without the previous written consent of the HABITAT AUTHORITY.
- 7.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.
- 7.4 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts that party is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage but in no event will the time to seek legal remedy for such a claim be extended beyond the time allowed by law. Nothing in this paragraph is intended to waive the applicable statute of limitations for claims for bodily injury, personal injury, property damage, or breach of contract.
- 7.5 The HABITAT AUTHORITY shall have the right, prior to signing the Contract, to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the HABITAT AUTHORITY may prescribe and with such sureties as may be agreeable to the parties. If such bonds are stipulated in the bidding requirements, the premiums shall be paid by the Contractor, if required subsequent to the submission of quotations or bids, the cost shall be

- reimbursed by the HABITAT AUTHORITY. The Contractor shall deliver the required bonds to the HABITAT AUTHORITY no later than the date of execution of the Contract, or, if the Work is commenced prior thereto in response to a notice to proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the HABITAT AUTHORITY that such bonds will be issued.
- 7.6 If the Contractor defaults or neglects to carry out the Work in Accordance with the Contract Documents or fails to perform any provisions of the Contract, the HABITAT AUTHORITY may, after seven days' written notice to the Contractor and without prejudice to any other remedy HABITAT AUTHORITY may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the HABITAT AUTHORITY.
- 7.7 The Contractor shall pay all royalties and license fees. Contractor shall protect, indemnify, defend and hold harmless the HABITAT AUTHORITY in any and all suits or claims arising from or on account of infringement of any patent rights, unless the HABITAT AUTHORITY has specified use of a particular design, process, or product of a particular manufacturer or manufacturers, in which case the HABITAT AUTHORITY shall be responsible for all such loss. If the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless Contractor promptly gives written notice to the HABITAT AUTHORITY of the suspected infringement to allow HABITAT AUTHORITY reasonable time to investigate, prevent, or cure said infringement.
- 7.8 If the Contract Documents, laws, ordinances, rules, or regulations of any public authority having jurisdiction require any Work to be inspected, tested, or approved, the Contractor shall give the HABITAT AUTHORITY timely notice of its readiness and schedule such inspection, testing, or approval.
- 7.9 If after the commencement of the Work the HABITAT AUTHORITY determines that any work requires special inspection, testing or approval which Subparagraph 7.8 does not include, HABITAT AUTHORITY will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.8. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, otherwise the HABITAT AUTHORITY shall bear such costs, and an appropriate Change Order shall be issued.
- 7.10 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered to the HABITAT AUTHORITY.
- 7.11 Neither the observations of the HABITAT AUTHORITY in Administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from obligations to perform the Work in accordance with the Contract Documents.
- 7.12 The Contractor and its subcontractors shall be properly licensed as may be required by all state and local authorities.

8.0 TIME

- 8.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.
- 8.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein.
- 8.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the HABITAT AUTHORITY when construction is sufficiently complete, in accordance with the Contract Documents, so the HABITAT AUTHORITY may occupy the Work or designated portion thereof for the use for which it is intended.
- 8.4 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.2. Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.
- 8.5 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the HABITAT AUTHORITY, or by any separate contractor employed by the HABITAT AUTHORITY, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the HABITAT AUTHORITY pending arbitration, or by any cause which the HABITAT AUTHORITY determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the HABITAT AUTHORITY may determine.
- 8.6 All requests for extension of time to complete the Work shall be made in writing to the HABITAT AUTHORITY as soon as it becomes known to Contractor that an extension is necessary, but no more than fifteen days after the scheduled completion date of any portion of the Work. HABITAT AUTHORITY will have sole discretion to determine if a request for extension will be granted and whether per diem damages will be charged to Contractor for any delay. HABITAT AUTHORITY will provide written approval or disapproval of Contractor's request for extension, and will notify Contractor the amount of per diem damages that will be charged to the Contractor for the delay. If Contractor fails to timely request an extension, the right of Contractor to request an extension will be waived and Contractor will pay liquidated damages as set forth in the Contract Documents. In the case of a continuing cause of delay only one timely request for extension is necessary.
- 8.7 Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.
- 8.8 Contractor shall provide HABITAT AUTHORITY with a construction schedule that will provide in sufficient detail the chronological relationship of all activities of the Work, including but not limited to start and completion dates of various activities. Said schedule should also include time for submittal of shop drawings to HABITAT AUTHORITY for approval, procurement of materials, scheduling of equipment, and the removal, protection, or relocation of utilities if said activities are pertinent to Contractor's obligations under the Contract.

9.0 PAYMENTS AND COMPLETION

- 9.1 The Contract Sum is stated in the Contract, and is the total amount payable by the HABITAT AUTHORITY to the Contractor for the performance of the Work under the Contract

- 9.2 At the beginning of the project, the Contractor shall submit to the HABITAT AUTHORITY a cost breakdown for the various subunits of the contract. The Contractor may then submit progress payment requests based on this breakdown, indicating percentage of completion and payment due. All payment requests shall include a 10% retention based on the value of the labor and materials incorporated into the Work. At least ten days before each progress payment falls due, the Contractor shall submit to the HABITAT AUTHORITY the itemized application for payment less the 10% retention supported by such data substantiating the Contractor's right to payment as HABITAT AUTHORITY may require.
- 9.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to the HABITAT AUTHORITY upon receipt of such payment by the Contractor, free and clear of all claims, liens, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an application for Payment will have been acquired by the Contractor or any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 9.4 Payment shall be made to the Contractor by the HABITAT AUTHORITY in the amount of 90% of the value of the labor expended upon and materials incorporated into the Work. Said payment shall be based upon the total annual contract price and only such labor and materials therein required. Neither final payment nor the remaining retainage shall become due to the Contractor until sixty (60) calendar days following the HABITAT AUTHORITY's recordation of a Notice of Completion. In the event of a dispute between HABITAT AUTHORITY and the Contractor, HABITAT AUTHORITY may withhold from final payment an amount not to exceed 150% of the disputed amount. Final payment is subject to withholding under Article 9.5 of these General Conditions.
- 9.5 The making of final payment shall constitute a waiver of all claims by the HABITAT AUTHORITY except those arising from:
1. Unsettled liens.
 2. Faulty or defective work appearing after substantial completion.
 3. Failure of the work to comply with the requirements of the Contract Documents.
 4. Terms of any special guarantees required by the contract documents.
- 9.6 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.
- 9.7 Habitat Authority will require that Contractor file separate bid, [payment](#), [payment](#), and performance bonds executed by an approved surety insurer. Each bond shall be filed, approved, and enforced under the requirements set forth in Code of Civil Procedure Sections 3247 et seq.

10.0 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- 10.2 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
1. All employees hired to perform the Work and all other persons who may be affected by the performance of the Work;
 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor, or any of his Subcontractors or Sub-subcontractors; and
 3. Property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.3 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect persons or property from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and barriers.
- 10.4 All damage or loss to any property referred to in Paragraphs 10.2 and 10.3 above caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the HABITAT AUTHORITY, and not attributable to the fault or negligence of the Contractor.
- 10.5 If any emergency threatens injury to persons or damage or loss to property during the Contractor's preparation to perform the Work, the performance of the Work, and until completion of Work, Contractor shall act to prevent the threatened damage, injury or loss. Any extension of time requested by the Contractor on account of such an emergency shall be granted by HABITAT AUTHORITY as provided in the provisions under "Article 8.0 Time Extensions" as set forth above.
- 10.6 Contractor and each Subcontractor shall evaluate, and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, and equipment, and (5) other similar issues. HABITAT AUTHORITY assumes no responsibility or liability for the physical condition or safety of the Project site. Contractor shall be solely responsible for providing a safe place for the performance of the work. HABITAT AUTHORITY shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph, except as may be required pursuant to relocation of utilities under Government Code Section 4215.

11.0 CONTRACTOR'S LIABILITY INSURANCE

11.1 The Contractor shall purchase and maintain such insurance that will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under workmen's compensation, disability benefit and other similar employees' benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, and claims insured by usual personal injury liability coverage;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees, and claims insured by usual personal injury liability coverage; and
 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 5. Claims of vandalism and/or loss or damage or theft of any tools, equipment, forms, shanties, storage buildings and/or other items owned or rented by the Contractor.
- 11.2 The insurance required by Subparagraph 11.1 shall be written for not less than any limits or liability specified in the Contract Documents, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.
- 11.3 Certificates of Insurance acceptable to the HABITAT AUTHORITY shall be filed with the HABITAT AUTHORITY prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least fifteen days' prior written notice has been given to the HABITAT AUTHORITY.
- 11.4 The HABITAT AUTHORITY shall be responsible for purchasing and maintaining liability insurance and, may, at it's option, purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract.

12.0 CHANGE ORDERS

- 12.1 The HABITAT AUTHORITY, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 12.2 A Change Order is a written order to the Contractor signed by the HABITAT AUTHORITY issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum of the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.
- 12.3 The cost or credit to the HABITAT AUTHORITY resulting from a Change in the Work shall be determined in one or more of the following ways:
- (a) By mutual acceptance of a lump sum properly itemized;
 - (b) By unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) By cost and a mutually acceptable fixed or percentage fee.
- 12.4 If Contractor receives a Change Order and none of the methods set forth in Subparagraph

- 12.3 is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the HABITAT AUTHORITY on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Paragraph 12.3 (c) above, the Contractor shall keep and present, in such form as the HABITAT AUTHORITY may prescribe, an itemized accounting together with appropriate supporting data.
- 12.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and the quantities originally contemplated are changed in a proposed Change Order so that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the HABITAT AUTHORITY or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.
- 12.6 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents, or should the parties discover unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party, made within a reasonable time, after the first observance of the conditions.
- 12.7 If the Contractor wishes to make a request for an increase in the Contract Sum or an extension in the Contract Time, Contractor shall give the HABITAT AUTHORITY written notice thereof within a reasonable time after the occurrence of the event giving rise to such request, but no more than 15 days after the scheduled completion date of any portion of the work in case of a delay as set forth in Article 8.0 Time Extensions above. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Subparagraph 10.5. No such request shall be valid unless so made. No Contract Sum or Contract Time can be changed without an authorized Change Order.
- 12.8 The HABITAT AUTHORITY shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the HABITAT AUTHORITY and the Contractor.
- 12.9 A change in the Contract Sum or the Contract time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that HABITAT AUTHORITY has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or for a change in any time period provided for in the Contract Documents.
- 12.10 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

- 12.11 HABITAT AUTHORITY may approve additional payment not to exceed 10% of the agreed amounts following completion of the procedures set forth in this Section. Change orders exceeding these limits shall be approved by the HABITAT AUTHORITY Board.
- 12.12 The value of the Work to be changed, added, or omitted shall be determined by the lump sum or unit prices, if any, stipulated for such work in the Contract Documents. If no prices are stipulated, the value shall be determined by whichever of the following methods or combination of them the HABITAT AUTHORITY may elect:
- (a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties.
 - (b) By adding (1) the actual net cost to the Contractor of labor in accordance with the established rates, including required union benefits, premiums the Contractor is required to pay for workers' compensation and liability insurance, and payroll taxes on such labor; (2) the actual cost to the Contractor of materials and equipment and such other direct costs as may be approved by the HABITAT AUTHORITY, less all savings, discounts, rebates, and credits; (3) an allowance of _____ percent (____%) for all overhead on items (1) and (2) above; and (4) an allowance of _____ percent (____%) for profit on items (1), (2), and (3) above.
 - (c) Any method of resolution as determined by HABITAT AUTHORITY.

13.0 UNCOVERING AND CORRECTION OF WORK

- 13.1 Contractor may not cover work without authorization by the HABITAT AUTHORITY. In the event Contractor covers the Work without authorization by HABITAT AUTHORITY, Contractor must, at Contractor's expense, uncover the Work to allow for HABITAT AUTHORITY's observation of the Work. If, after observation, HABITAT AUTHORITY determines that the Work must be removed and replaced, such removal and replacement will be at the expense of Contractor.
- 13.2 The Contractor shall promptly correct all Work rejected by the HABITAT AUTHORITY as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.
- 13.3 If, within one year after the Date of Substantial Completion, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective, or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the HABITAT AUTHORITY to do so unless the HABITAT AUTHORITY has previously given the Contractor a written acceptance of such notice promptly after discovery of the condition.
- 13.4 All such defective or nonconforming Work under Subparagraphs 13.3 shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the HABITAT AUTHORITY.
- 13.5 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.
- 13.6 The obligations of the Contractor under the sections of Article 13.0 "Uncovering and Correction of Work" shall be in addition to and not in limitation of any obligations imposed

upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

14.0 TERMINATION BY THE CONTRACTOR

- 14.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven days' written notice to the HABITAT AUTHORITY terminate the Contract and recover from the HABITAT AUTHORITY payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

15.0 TERMINATION BY THE HABITAT AUTHORITY

- 15.1 If the Contractor is adjudged a bankrupt, or Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, or if Contractor persistently or repeatedly refuses or fails (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if Contractor fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the HABITAT AUTHORITY, given that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven days' written notice, terminate the employment of the Contractor, and take possession of the site and of all materials, equipment, tools, construction equipment, finish the Work by whatever method deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 15.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the HABITAT AUTHORITY.
- 15.3 Without limiting any rights which HABITAT AUTHORITY may have by reason of any default by Contractor, HABITAT AUTHORITY may suspend or terminate the Contract in whole or in part, at any time, for any other cause, convenience or any other reason and may suspend or abandon the execution of all or any part of the Work upon written notice to the Contractor. Such termination, suspension or abandonment shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) days from the date of the notice. Immediately upon receipt of such notice, Contractor shall cease performance of the Work to the extent specified in the notice and shall incur no further costs or expenses, except as specified in the notice. At the option of HABITAT AUTHORITY, all or any of the subcontracts entered into by Contractor prior to the date of termination shall be terminated or shall be assigned to HABITAT AUTHORITY. In the event of termination under this subparagraph, the HABITAT AUTHORITY shall pay Contractor for all services satisfactorily rendered prior to the effective date of the termination and such payment shall be in full satisfaction of all services rendered hereunder.

HABITAT AUTHORITY shall also pay Contractor fair compensation, either by purchase or rental, at the election of HABITAT AUTHORITY for any equipment of Contractor retained by HABITAT AUTHORITY. If by rental, HABITAT AUTHORITY and Contractor shall enter into a mutually acceptable rental agreement which shall provide that the HABITAT AUTHORITY is to maintain the equipment and return to Contractor in good condition, ordinary wear and tear excepted, and to maintain reasonable insurance coverages on the equipment.

16.0 GENERAL REQUIREMENTS

- 16.1 Contractor shall clean up all areas outside the limit of work which have been littered or otherwise made unsightly as a result of occupancy or use of such areas, or as a direct result of the work of this Contract.
- 16.2 Contractor shall restore to original condition all areas not within the limit of work but injured, damaged, marred, or otherwise affected by the transportation or occupancy of materials, equipment, or workmen belonging to, or employed by the Contractor, Subcontractors, Sub-subcontractors, or those directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.
- 16.3 Contractor shall clean all areas where work under this contract has been performed, and all areas occupied by the Contractor's materials, equipment and workmen.
- 16.4 Contractor shall remove from the premises all material used for form work, surplus materials, equipment, and all debris resulting from the work or caused by the workmen.
- 16.5 Contractor shall wash down or broom-clean all paved surfaces and shall rake-clean all bare earth areas.
- 16.6 Final acceptance of the work done under the contract will not be given until the completion cleaning has been accomplished and approved by the HABITAT AUTHORITY.

To: PUENTE HILLS LANDFILL NATIVE
HABITAT PRESERVATION AUTHORITY
7702 Washington Ave, Suite C
Whittier, CA 90602

From: _____

FOR: Hacienda Hills Trailhead, Hacienda Heights, CA

Pursuant to, and in compliance with, your plans and/or specification relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications entitled: Hacienda Hills Trailhead, and of all addenda issued by the Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority) mailed to the undersigned by registered mail with return receipt requested prior to the date the bids were due, whether received by the undersigned or not, for the sum of:

Total Bid: _____ \$ _____
(words) (figures)

The Standard Details bid breakdown must be included.

The undersigned contractor has checked all works and figures inserted in the bid submittal, and understands that the Habitat Authority will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the Habitat Authority by a contract; if awarded to him, and agrees in such an event that the Drawings and other Contract Documents shall be deemed to be the "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the Habitat Authority.

The Habitat Authority reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The Habitat Authority reserves the right, and is hereby granted the right, to accept or reject this proposal at any time within thirty (30) days following the date of the last day for receiving bids.

"I declare under the penalty of perjury under the laws of the State of California that the foregoing in true and correct."

Authorized Signature_____

Name:_____

Title:_____

State Contractor's License Number and Classification Designation_____

Executed this_____day of_____,2004 at_____, California.

Document Master List

- Exhibit (A) - **Plans and/or Specifications** identified by project number with referenced documents, hereafter referred to as the “WORK”.
- Exhibit (B) - **Notice Inviting Bids**.
- Exhibit (C) - CONTRACTOR'S **proposal** accepted by bid. Provided by Contractor.
- (Exhibit D) - **General Conditions** of the Specifications.
- Exhibit (E) - CONTRACTOR'S Acknowledgement of **Statutory Provisions for Payments and Assignments** under Public Contracts Code Section 7103.5 and 20104.50.
- Exhibit (F) - CONTRACTOR'S **Statement of Nondiscrimination**.
- (Exhibit G) - CONTRACTOR'S **Construction Schedule**
- Exhibit H(1) and H(2) –
 - H(1) - CONTRACTOR'S **Executed Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution**
 - H(2) - **Certificate of Insurance** (provided by CONTRACTOR).
- Exhibit I (1) and Exhibit I(2)
 - I(1)-CONTRACTOR'S **Statement of Acknowledgement to Secure Workers Compensation Coverage**
 - I(2)-**Certificates of Workers Compensation and Liability Insurance** (provided by CONTRACTOR).
- Exhibit (J) - **Performance and Materials Bonds** (provided by CONTRACTOR).
- (Exhibit K) - CONTRACTOR'S Acknowledgement of **Statutory Provisions for Resolution of Construction Contract Claims and Payments** of less than \$375,000 pursuant to California Public Contract Code Sections 20104.
- Exhibit (L) - CONTRACTOR'S **Noncollusion Affidavit** under Public Contract Code Section 7106 (Notarized Document).
- Exhibit (M) – Statement acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws

EXHIBIT C

To: PUENTE HILLS LANDFILL NATIVE
HABITAT PRESERVATION AUTHORITY
7702 Washington Ave, Suite C
Whittier, CA 90602

From: _____

FOR: Hacienda Hills Trailhead, CA

Pursuant to, and in compliance with, your plans and/or specification relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications entitled: Hacienda Hills Trailhead, and of all addenda issued by the Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority) mailed to the undersigned by registered mail with return receipt requested prior to the date the bids were due, whether received by the undersigned or not, for the sum of:

Total Bid: _____ \$ _____
(words) (figures)

The Standard Details bid breakdown must be included.

The undersigned contractor has checked all works and figures inserted in the bid submittal, and understands that the Habitat Authority will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the Habitat Authority by a contract, if awarded to him, and agrees, in such an event, that the Drawings and other Contract Documents shall be deemed to be the "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the Habitat Authority.

The Habitat Authority reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The Habitat Authority reserves the right, and is hereby granted the right, to accept or reject this proposal at any time within thirty (30) days following the date of the last day for receiving bids.

"I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Authorized Signature _____

Name: _____

Title: _____

State Contractor's License Number and Classification Designation _____

Executed this _____ day of _____, 2003 at _____, California.

EXHIBIT E
(Standard Construction Contract)

STATUTORY PROVISIONS FOR PAYMENTS AND ASSIGNMENTS

[Public Contract Code §§ 7103.5 & 20104.50]

This contract is subject to the following provision of California Government Code Section 7103.5, and the undersigned contractor hereby offers and agrees to make the assignment as provided therein:

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

This contract is further subject to the following provisions of California Government Code Section 20104.50:

- (a)
 - (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.
 - (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
- (e) For purposes of this article:
 - (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

I, the undersigned Contractor, acknowledge that this contract is subject to the foregoing provisions of Sections 7103.5 and 20104.50 of the California Public Contract Code and agree to be bound by all the provisions thereof as set forth in full herein.

Date _____

Signature _____

EXHIBIT F (Standard Construction Contract)

CONTRACTOR'S STATEMENT OF NONDISCRIMINATION

1. During the performance of this Contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et.seq.), the provisions of Article 9.5, Chapter 1, Division 3, Title 2 of the Government Code, Sections 11135-11139.5, and the regulations or standards adopted by the awarding State agency to implement such Article.
3. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE

_____(Company Name), hereinafter referred to as "prospective contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title 2, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental or physical disability, medical condition, marital status, sex or age (over 40). Prospective contractor agrees to comply with all statutes and regulations set forth in items 1 through 4 above.

I, _____(Name of Official) hereby swear that I am duly authorized to legally bind the prospective contractor to the above certification. I am fully aware that this certification, executed on _____(Date) in the County of _____(Name of County) is made under the penalty of perjury under the laws of the State of California.

Signature

Title

EXHIBIT K
(Standard Construction Contract)

**STATUTORY PROVISIONS FOR
CONSTRUCTION CONTRACT CLAIMS AND PAYMENTS**
[Public Contract Code §§ 20104 & 20104.50]

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

This contract is further subject to the provisions of Article 1.7 (commencing at Section 20104 .50) of Division 2, Part 3 of the California Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This contract hereby incorporates the provisions of Article 1.7 as though fully set forth herein. I, the undersigned Contractor, acknowledge that this contract is subject to the provisions of Section 20104 of the California Public Contract Code relating to construction contract claims and Section 20104.50 related to progress payments, and agree to be bound by all the provisions thereof as set forth in full herein.

Date _____

Signature _____

EXHIBIT F (Standard Construction Contract)

CONTRACTOR'S STATEMENT OF NONDISCRIMINATION

1. During the performance of this Contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et.seq.), the provisions of Article 9.5, Chapter 1, Division 3, Title 2 of the Government Code, Sections 11135-11139.5, and the regulations or standards adopted by the awarding State agency to implement such Article.
3. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE

_____(Company Name), hereinafter referred to as "prospective contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title 2, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental or physical disability, medical condition, marital status, sex or age (over 40). Prospective contractor agrees to comply with all statutes and regulations set forth in items 1 through 4 above.

I, _____(Name of Official) hereby swear that I am duly authorized to legally bind the prospective contractor to the above certification. I am fully aware that this certification, executed on _____(Date) in the County of _____(Name of County) is made under the penalty of perjury under the laws of the State of California.

Signature

Title

NOTICE INVITING BIDS

(REV. 11/2001)

Project Name: Hacienda Hills Trailhead

Type of Work: Construction of trailhead

The Puente Hills Landfill Native Habitat Preservation Authority, a public entity of the State of California, requests bids for **FIELD (Give general description of the type of work needed or scope of work)**. At the time of bid submission, and at all times during the term of the contract, Contractor shall hold a Class **FIELD (State class of license)** for a **FIELD (State type of license)** license issued by the State of California.

Bids must be received by **FIELD (Time) (A.M. or P.M.)** on **FIELD (Month/Day/Year)** in the construction offices of the Puente Hills Landfill Native Habitat Preservation Authority at 7702 Washington Avenue, Suite C, Whittier, CA 90602. Plans and specifications are available at the same address. Please contact Stephanie Landregan at (323) 221-8990- extension 184/ **FAX number**).

A mandatory Bidders conference will be held at **FIELD (Time/ a.m. or p.m.)** on **FIELD (Month/Day/Year-Date must at least 5 days after publication of this notice)** at **FIELD (Location)**. All potential bidders should attend this pre-bid meeting. Failure to do so may result in rejection of bid.

Note: The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law. Projects in excess of \$25,000 will require submission of a payment bond.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations.

STANDARD DETAILS

Proposal Form Bidders Schedule

Hacienda Hills Trailhead
7th Avenue, Hacienda Heights

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and Plans in the time and manner therein prescribed for the price set forth in the following schedule.

Please tailor for this project

Base Bid Cost Summary:	<u>Description</u>	<u>Amount</u>
	Bonding and Mobilization	\$ _____
	Demolition	\$ _____
	Site drainage inclusive	\$ _____
	Site decomposed granite paths	\$ _____
	Asphalt Parking Lot (striping, handicap signs inclusive)	\$ _____
	Concrete Curbs & gutters	\$ _____
	Site furnishings, Kiosk, benches, tables as indicated on plans (inclusive)	\$ _____
	Site plumbing (inclusive of meter, drinking fountain, etc.)	\$ _____
	Site irrigation	\$ _____
	Site landscaping	\$ _____
	Concrete porta-potty pad and enclosure	\$ _____
	Streambed protection	\$ _____
	Fencing	\$ _____
	Maintenance period	\$ _____

Deduct:	<u>Description</u>	<u>Amount</u>
	Asphalt Parking Lot	\$ _____
	Site biofilters and sub drainage	\$ _____

Authorized Signature:_____

Date:_____